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Shaylor E. Dunn

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Sprague et al.

Group Art Unit: 2697

Serial No.: 09/443,712

Examiner: Lee, T. L.

Filed: November 19, 1999

Docket No.: 1322/8

Confirmation No.: 7620

For: METHODS AND SYSTEMS FOR COMMUNICATING SIGNALING SYSTEM 7 (SS7) USER PART MESSAGES AMONG SS7 SIGNALING POINTS (SPs) AND INTERNET PROTOCOL (IP) NODES USING SIGNAL TRANSFER POINTS (STPs)

DECLARATION OF NEIL TOMLINSON PURSUANT TO 37 C.F.R. § 1.132

1. I, Neil Tomlinson, am currently employed by Tekelec, United Kingdom as Director of Marketing and Business Development.
2. I have been employed by Tekelec, United Kingdom since July 1998.
3. During 1999 and 2000, my title with Tekelec, United Kingdom was Director of Marketing and Business Development.
4. I was involved in the sale of Tekelec's IP7 Secure Gateway and IP7 Edge products to Orange Personal Communications Services Limited that is referenced in the Telephony Magazine article entitled, "Orange Leaps into IP."
5. Originally, Orange Personal Communications Services Limited sent Tekelec a request for information regarding signal transfer points without IP signaling links.

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6. Tekelec responded to the request for information and during follow up presentations proposed a new network architecture based on Tekelec's IP7 Secure Gateway and Edge products.
7. Orange Personal Communications Services Limited then issued an RFQ that included signaling transfer points with IP links as an option.
8. Orange Personal Communications Services Limited purchased the IP7 Secure Gateway and Edge products instead of purchasing conventional STPs with only SS7 signaling links.
9. In my opinion, the reason that Orange Personal Communications Services Limited purchased the IP7 Secure Gateway and Edge products instead of conventional STPs was that the IP links of the IP7 Edge and Secure Gateway products provided reduced operational expenditure and increased scalability over a traditional architecture using conventional STPs. The basis for my opinion is that the dimensioning of IP links provides up to 50 times more bandwidth per link than traditional SS7 TDM links. The current standards only allow 16 links between network elements and thus the use of IP could effectively lift this to 800 TDM link equivalence. This has a direct impact on operational expenditure in that the operator does not have to re-engineer the signaling network as often. At the time this was a 9-18 month engineering exercise, occurring every 9 months. The use of IP signaling removed the need for over 80% of the network signaling re-engineering. The use of IP also improved the reliability of the signaling network due to the removal of a large

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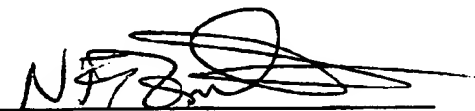
number of TDM E1 transmission systems that were routed through service provider networks, this also has an impact on operational expenditure. Furthermore, Orange Personal Communications Services Limited have stated that the deployment of the IP signaling network far exceeded their initial estimations.

10. Orange Personal Communications Services Limited was not offered any price concessions to purchase Tekelec's IP7 Secure Gateway and Edge Products over Tekelec's STP products. They were offered a discount as part of the entire contract with Tekelec. However, this is common practice in the telecommunications industry when dealing with new customers and the discount was not tied to the purchase of IP-capable nodes.

I hereby declare that all statements made herein of my own knowledge are true and that statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under § 1001 of Title 18 of the United States code and that the such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 13 August 2004

By:


Neil Tomlinson